IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	YANG, et al.	Examiner:	Coppola, Jacob C.
Serial No.:	09/854,306	Art Unit:	3621
Filed:	11 May 2001	Conf. No.:	7816
Title:	SOFTWARE LICENSING MANAGEMENT SYSTEM		

MAIL STOP AMENDMENT
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REPLY TO NON-FINAL OFFICE ACTION OF 12 APRIL 2011

Dear Sir:

This response is in reply to the non-final office action of 12 April 2011. Applicants respectfully submit that the present response is being filed within the three-month period from the mailing date of the non-final office action. As provided below, please charge any required fees or credit any overpayments to Deposit Account No. 50-2324, referencing Docket No. 120719.05005.

Applicants appreciate the Examiner's thorough examination of the subject application and request reexamination and reconsideration of the subject application in view of the following:

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Amendment Dated: July 12, 2011
Reply to Office Action of: April 12, 2011
Attorney Docket No.: 120719.05005/01PA003US01

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Amendments to the Claims

This listing of claims will replace all prior versions and listings of claims in the subject application.

Listing of Claims:

1.   (Currently Amended)   A computer-implemented method for managing a contract, comprising:

receiving, over a network, from a client computer that runs a browser program, a first inquiry regarding licensing of a first set of software under a particular contract;

in response to receiving said first inquiry, accessing, at a management system that is coupled to said client computer via said network and is embodied in a machine, information pertaining to said particular contract, said information comprising a quota parameter, which specifies a quota of resources that can be consumed under said particular contract;

determining, at said management system, a first licensing amount attributable to licensing said first set of software;

updating said quota parameter at said management system based, at least partially, upon said first licensing amount;

deploying, via said network, license management software to a licensing host;

sending license parameters from said management system over said network to said licensing host that (a) is coupled to said management system via said network, (b) communicates with said first set of software over said network, and (c) enforces, via said license management software, said license parameters relative to said first set of software;

deploying, via said network, said first set of software to a software host, the software host configured to execute said first set of software; ~~and~~

allowing said first set of software to be used under said particular contract; and

wherein updating said quota parameter includes reducing said quota parameter by said first licensing amount;

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wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device.

2.   (Original)   The method of claim 1, further comprising:

receiving a second inquiry regarding licensing of a second set of software under said particular contract;

determining a second licensing amount attributable to licensing said second set of software;

updating said quota parameter based, at least partially, upon said second licensing amount; and

allowing said second set of software to be used under said particular contract.

3.   (Original)   The method of claim 2, wherein said first set of software and said second set of software are different sets of software.

4.   (Original)   The method of claim 2, wherein said second set of software is an upgraded version of said first set of software.

5.   (Original)   The method of claim 1, further comprising:

receiving a second inquiry regarding obtaining a service under said particular contract;

determining a service amount attributable to obtaining said service;

updating said quota parameter based, at least partially, upon said service amount; and

allowing said service to be rendered under said particular contract.

6.   (Original)   The method of claim 5, wherein said service comprises technical support.

7.   (Original)   The method of claim 1, further comprising:

receiving a second inquiry regarding purchasing a product under said particular contract;

determining a purchasing amount attributable to purchasing said product;

updating said quota parameter based, at least partially, upon said purchasing amount; and

allowing said product to be purchased under said particular contract.

8.   (Original)   The method of claim 1, further comprising:

receiving a second inquiry regarding licensing a set of property under said particular contract;

determining a second licensing amount attributable to licensing said property;

updating said quota parameter based, at least partially, upon said second licensing amount; and

allowing said property to be used under said particular contract.

9.   (Original)   The method of claim 8, wherein said property comprises intellectual property.

10.   (Original)   The method of claim 8, wherein said property comprises proprietary information.

11.   (Cancelled)

12.   (Original)   The method of claim 1, wherein said first inquiry specifies one or more additional inquiry parameters, and wherein said first licensing amount is determined based, at least partially, upon at least one of said one or more additional inquiry parameters.

13.   (Original)   The method of claim 12, wherein at least one of said one or more additional inquiry parameters is specifiable by a sender of said first inquiry.

14.   (Original)   The method of claim 12, wherein said one or more additional inquiry parameters comprises a parameter indicating a desired amount of time for which said first set of software is to be licensed.

15.   (Original)   The method of claim 12, wherein said one or more additional inquiry parameters comprises a parameter indicating how many users may concurrently use said first set of software.

16.   (Original)   The method of claim 12, wherein said one or more additional inquiry parameters comprises a parameter indicating how many copies of said first set of software are desired.

17.   (Original)   The method of claim 1, wherein allowing said first set of software to be used comprises:

        granting a license to use said first set of software for a period of time.

18.   (Original)   The method of claim 17, further comprising:

        receiving a request to terminate said license before said period of time has elapsed;

        determining a refund amount; and

        updating said quota parameter based, at least partially, upon said refund amount.

19.   (Original)   The method of claim 18, further comprising:

        disallowing further use of said first set of software under said particular contract.

20.   (Original)   The method of claim 18, wherein updating said quota parameter comprises:

        increasing said quota parameter by said refund amount.

21.   (Original)   The method of claim 18, wherein said refund amount is determined based, at least partially, upon an unused portion of said license.

22.   (Previously Presented)   The method of claim 1, wherein deploying said first set of software includes:

        receiving a request to deploy said first set of software; and

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deploying said first set of software to said software host, wherein said software host may be any host specified by a sender of said request.

23.   (Currently Amended)   A computer-implemented method for managing a contract, comprising:

receiving, over a network, from a client computer that runs a browser program, at a management system that is coupled to said client computer via said network and is embodied in a machine, a first inquiry regarding licensing of a first set of software under a particular contract;

in response to receiving said first inquiry at said management system, accessing, at said management system, information pertaining to said particular contract, said information comprising a quota parameter, which specifies a quota of resources that can be consumed under said particular contract, and one or more contract terms associated with said particular contract;

determining, at said management system, a first licensing amount attributable to licensing said first set of software, said first licensing amount determined, at least partially, by applying one or more of said contract terms;

updating said quota parameter at said management system based, at least partially, upon said first licensing amount;

deploying, via said network, license management software to a licensing host;

sending license parameters from said management system over said network to said licensing host that (a) is coupled to said management system via said network, (b) communicates with said first set of software over said network, and (c) enforces, via said license management software, said license terns parameters relative to said first set of software;

deploying, via said network, said first set of software to a software host, the software host configured to execute said first set of software; ~~and~~

allowing said first set of software to be used under said particular contract; and

wherein updating said quota parameter includes reducing said quota parameter by said first licensing amount;

wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device.

24.   (Original)   The method of claim 23, further comprising: receiving a second inquiry regarding licensing of a second set of software under said particular contract;

accessing said information pertaining to said particular contract;

determining a second licensing amount attributable to licensing said second set of software, said second licensing amount determined, at least partially, by applying one or more of said contract terms;

updating said quota parameter based, at least partially, upon said second licensing amount;

and allowing said second set of software to be used under said particular contract.

25.   (Original)   The method of claim 24, wherein said first set of software and said second set of software are different sets of software.

26.   (Original)   The method of claim 24, wherein said second set of software is an upgraded version of said first set of software.

27.   (Original)   The method of claim 24, wherein the one or more contract terms applied to determine said first licensing amount are different from the one or more contract terms applied to determine said second licensing amount.

28.   (Original)   The method of claim 24, wherein the one or more contract terms applied to determine said first licensing amount are the same as the one or more contract terms applied to determine said second licensing amount.

29.   (Original)   The method of claim 23, further comprising: receiving a second inquiry regarding obtaining a service under said particular contract;

determining a service amount attributable to obtaining said service;

updating said quota parameter based, at least partially, upon said service amount;

and allowing said service to be rendered under said particular contract.

30.   (Original)   The method of claim 29, wherein said service comprises technical support.

31.   (Original)   The method of claim 29, wherein said service amount is determined, at least partially, by applying one or more of said contract terms.

32.   (Original)   The method of claim 23, further comprising: receiving a second inquiry regarding purchasing a product under said particular contract;

determining a purchasing amount attributable to purchasing said product;

updating said quota parameter based, at least partially, upon said purchasing amount;

and allowing said product to be purchased under said particular contract.

33.   (Original)   The method of claim 32, wherein said purchasing amount is determined, at least partially, by applying one or more of said contract terms.

34.   (Original)   The method of claim 23, further comprising: receiving a second inquiry regarding licensing a set of property under said particular contract;

determining a second licensing amount attributable to licensing said property; updating said quota parameter based, at least partially, upon said second licensing

amount;

and allowing said property to be used under said particular contract.

35.   (Original)   The method of claim 34, wherein said property comprises intellectual property.

36.   (Original)   The method of claim 34, wherein said property comprises proprietary information.

37.   (Original)   The method of claim 34, wherein said second licensing amount is determined, at least partially, by applying one or more of said contract terms.

38.   (Original)   The method of claim 23, wherein said one or more contract terms comprises an uplift.

39.   (Original)   The method of claim 23, wherein said one or more contract terms comprises a discount.

40.   (Original)   The method of claim 23, wherein said one or more contract terms comprises a multiplier.

41.   (Cancelled)

42.   (Original)   The method of claim 23, wherein said first inquiry specifies one or more additional inquiry parameters, and wherein said first licensing amount is determined based, at least partially, upon at least one of said one or more additional inquiry parameters.

43.   (Original)   The method of claim 42, wherein at least one of said one or more additional inquiry parameters is specifiable by a sender of said first inquiry.

44.   (Original)   The method of claim 42, wherein said one or more additional inquiry parameters comprises a parameter indicating a desired amount of time for which said first set of software is to be licensed.

45.   (Original)   The method of claim 42, wherein said one or more additional inquiry parameters comprises a parameter indicating how many users may concurrently use said first set of software.

46.   (Original)   The method of claim 42, wherein said one or more additional inquiry parameters comprises a parameter indicating how many copies of said first set of software are desired.

47.   (Original)   The method of claim 23, wherein said first inquiry specifies a set of inquiry parameters, which include a reference to said first set of software and one or more additional inquiry parameters, and wherein determining said first licensing amount comprises:

determining, based at least partially upon one or more of said inquiry parameters, which of said one or more contract terms to apply to said first inquiry.

48.   (Original)   The method of claim 47, wherein said set of inquiry parameters comprises a parameter indicating a desired amount of time for which said first set of software is to be licensed.

49.   (Original)   The method of claim 23, wherein allowing said first set of software to be used comprises: granting a license to use said first set of software for a period of time.

50.   (Original)   The method of claim 49, further comprising: receiving a request to terminate said license before said period of time has elapsed; determining a refund amount; and updating said quota parameter based, at least partially, upon said refund amount.

51.   (Original)   The method of claim 49, further comprising: disallowing further use of said first set of software under said particular contract.

52.   (Original)   The method of claim 50, wherein updating said quota parameter based, at least partially, upon said refund amount comprises: increasing said quota parameter by said refund amount.

53.   (Original)   The method of claim 50, wherein said refund amount is determined based, at least partially, upon an unused portion of said license.

54.   (Original)   The method of claim 50, wherein said refund amount is determined, at least partially, by applying one or more of said contract terms.

55.   (Previously Presented)   The method of claim 23, wherein deploying said first set of
software includes:

receiving a request to deploy said first set of software; and

deploying said first set of software to said software host, wherein said software host may

be any host specified by a sender of said request.

56.   (Currently Amended) A computer-implemented method for managing a contract,
comprising:

receiving, over a network, from a client computer that runs a browser program, at a
management system is embodied in a machine that is coupled to said client computer via said
network, an inquiry regarding licensing of a set of software under a particular contract;

in response to receiving said first inquiry at said management system, accessing, at said
management system, a first set of information pertaining to said particular contract, said first set
of information comprising a quota parameter, which specifies a quota of resources that can be
consumed under said particular contract, and one or more contract terms associated with said
particular contract;

accessing, at said management system, one or more other sets of information pertaining
to one or more other contracts related to said particular contract, each of said other sets of
information comprising one or more contract terms associated with one of said other contracts;

processing said first set of information and said one or more other sets of information at
said management system to derive one or more applicable contract terms that apply to said
inquiry;

determining, at said management system, a licensing amount attributable to licensing said
set of software, said licensing amount determined, at least partially, by applying said one or more
applicable contract terms;

updating said quota parameter at said management system based, at least partially, upon
said licensing amount;

deploying, via said network, license management software to a licensing host;

sending license parameters from said management system over said network to said
licensing host that (a) is embodied in a machine that is connected, via said network, to a machine

in which said management system is embodied, (b) communicates with said first set of software over said network, and (c) enforces, via said license management software, said license parameters relative to said first set of software;

deploying, via said network, said set of software to a software host, the software host configured to execute said set of software; and

allowing said first set of software to be used under said particular contract; and

wherein updating said quota parameter includes reducing said quota parameter by said first licensing amount;

wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device.

57. (Original)   The method of claim 56, wherein said one or more applicable contract terms may be derived from said first set of information or from any of said one or more other sets of information.

58. (Original)   The method of claim 56, wherein the contract terms associated with each contract may differ, and wherein processing said first set of information and said one or more other sets of information comprises:

reconciling said first set of information and said one or more other sets of information to extract therefrom said one or more applicable contract terms.

59. (Original)   The method of claim 58, wherein reconciling comprises:

processing said first set of information and said one or more other sets of information in a particular order; searching, as each set of information is processed, for a contract term that applies to said inquiry; and

upon finding a first contract term that applies to said inquiry, including said first contract term as one of said one or more applicable contract terms.

60. (Original)   The method of claim 59, wherein said first contract term may be found in said first set of information, or in any of said one or more other sets of information.

61.   (Original)   The method of claim 56, wherein processing said first set of information and said one or more other sets of information comprises:

determining whether said first set of information comprises a contract term that applies to said inquiry; and

in response to a determination that said first set of information does not comprise a contract term that applies to said inquiry, deriving said one or more applicable contract terms from said one or more other sets of information.

62.   (Original)   The method of claim 61, wherein deriving said one or more applicable contract terms further comprises:

in response to a determination that said first set of information does comprise a contract term that applies to said inquiry, including the contract term that applies to said inquiry as one of said one or more applicable contract terms.

63.   (Original)   The method of claim 56, wherein processing said first set of information and said one or more other sets of information comprises:

processing said first set of information and said one or more other sets of information in a particular order;

searching, as each set of information is processed, for a contract term that applies to said inquiry; and

upon finding a contract term that applies to said inquiry, including the contract term that applies to said inquiry as one of said one or more applicable contract terms.

64.   (Original)   The method of claim 63, wherein the contract term that applies to said inquiry may be found in said first set of information, or in any of said one or more other sets of information.

65.   (Currently Amended) A computer-implemented method for managing a contract, comprising:

receiving, over a network, from a client computer that runs a browser program, at a management system is embodied in a machine that is coupled to said client computer via said network, a request to terminate a license on a set of software, said set of software being deployed on a software host configured to execute said set of software;

in response to receiving said request at said management system, accessing information pertaining to said license, said information comprising a reference to a contract under which said license was granted, said contract having a quota parameter associated therewith which specifies a quota of resources that can be consumed under said contract;

determining a refund amount at said management system;

updating said quota parameter at said management system based, at least partially, upon said refund amount;

deploying, via said network, license management software to a licensing host;

sending license parameters from said management system over said network to said licensing host that (a) is embodied in a machine that is connected, via said network, to a machine in which said management system is embodied, (b) communicates with said set of software over said network, and (c) enforces, via said license management software, said license parameters relative to said set of software;

disallowing further use of said set of software under said contract; and

wherein updating said quota parameter includes reducing said quota parameter by said first licensing amount;

wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device.

66.   (Original)   The method of claim 65, wherein updating said quota parameter comprises:

increasing said quota parameter by said refund amount.

67.   (Original)   The method of claim 65, wherein said contract has one or more contract terms associated therewith, and wherein said refund amount is determined, at least partially, by applying one or more of said contract terms.

68.   (Original)   The method of claim 66, wherein said information pertaining to said license further comprises a licensing amount attributable to licensing said set of software, and wherein said refund amount is determined based, at least partially, upon said licensing amount.

69.   (Original)   The method of claim 68, wherein said refund amount is a portion of said licensing amount, and wherein said portion is proportional to an unused portion of said license.

70.   (Original)   The method of claim 65, wherein disallowing further use of said set of software comprises: preventing further execution of said set of software.

71.   (Original)   The method of claim 70, wherein preventing comprises:

        invalidating an authorization parameter which is required for proper execution of said set of software.

72.   (Currently Amended)   A non-transitory computer readable medium comprising instructions which, when executed by one or more processors, cause the one or more processors to manage a contract, said computer readable medium comprising:

        instructions for causing one or more processors to receive, over a network, from a client computer that runs a browser program, a first inquiry regarding licensing of a first set of software under a particular contract;

        instructions for causing one or more processors to access, in response to receipt of said first inquiry and at a management system that is coupled to said client computer via said network, information pertaining to said particular contract, said information comprising a quota parameter, which specifies a quota of resources that can be consumed under said particular contract;

        instructions for causing one or more processors to determine, at said management system, a first licensing amount attributable to licensing said first set of software;

        instructions for causing one or more processors to update said quota parameter at said management system based, at least partially, upon said first licensing amount;

instructions for deploying, via said network, license management software to a licensing host;

instructions for causing one or more processors to send license parameters from said management system over said network to said licensing host that (a) is coupled to said management system via said network, (b) communicates with said first set of software over said network, and (c) enforces, via said license management software, said license parameters relative to said first set of software;

instructions for deploying, via said network, said first set of software to a software host, the software host configured to execute said first set of software; ~~and~~

instructions for causing one or more processors to allow said first set of software to be used under said particular contract; and

<u>wherein instructions for causing one or more processors to update said quota parameter include instructions for reducing said quota parameter by said first licensing amount;</u>

<u>wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device</u>.

73.   (Original)   The computer readable medium of claim 72, further comprising:

instructions for causing one or more processors to receive a second inquiry regarding licensing of a second set of software under said particular contract;

instructions for causing one or more processors to determine a second licensing amount attributable to licensing said second set of software;

instructions for causing one or more processors to update said quota parameter based, at least partially, upon said second licensing amount; and

instructions for causing one or more processors to allow said second set of software to be used under said particular contract.

74.   (Original)   The computer readable medium of claim 73, wherein said first set of software and said second set of software are different sets of software.

75.   (Original)   The computer readable medium of claim 73, wherein said second set of software is an upgraded version of said first set of software.

76.   (Original)   The computer readable medium of claim 72, further comprising:

instructions for causing one or more processors to receive a second inquiry regarding obtaining a service under said particular contract;

instructions for causing one or more processors to determine a service amount attributable to obtaining said service;

instructions for causing one or more processors to update said quota parameter based, at least partially, upon said service amount; and

instructions for causing one or more processors to allow said service to be rendered under said particular contract.

77.   (Original)   The computer readable medium of claim 76, wherein said service comprises technical support.

78.   (Original)   The computer readable medium of claim 72, further comprising:

instructions for causing one or more processors to receive a second inquiry regarding purchasing a product under said particular contract;

instructions for causing one or more processors to determine a purchasing amount attributable to purchasing said product;

instructions for causing one or more processors to update said quota parameter based, at least partially, upon said purchasing amount; and

instructions for causing one or more processors to allow said product to be purchased under said particular contract.

79.   (Original)   The computer readable medium of claim 72, further comprising:

instructions for causing one or more processors to receive a second inquiry regarding licensing a set of property under said particular contract;

instructions for causing one or more processors to determine a second licensing

amount attributable to licensing said property;

instructions for causing one or more processors to update said quota parameter.
based, at least partially, upon said second licensing amount; and

instructions for causing one or more processors to allow said property to be used under
said particular contract.

80.   (Original)   The computer readable medium of claim 79, wherein said property
comprises intellectual property.

81.   (Original)   The computer readable medium of claim 79, wherein said property
comprises proprietary information.

82.   (Original)   The computer readable medium of claim 72, wherein said instructions for
causing one or more processors to update said quota parameter comprises:

instructions for causing one or more processors to reduce said quota parameter by said
first licensing amount.

83.   (Original)   The computer readable medium of claim 72, wherein said first inquiry
specifies one or more additional inquiry parameters, and wherein said first licensing amount is
determined based, at least partially, upon at least one of said one or more additional inquiry
parameters.

84.   (Original)   The computer readable medium of claim 83, wherein at least one of said
one or more additional inquiry parameters is specifiable by a sender of said first inquiry.

85.   (Original)   The computer readable medium of claim 83, wherein said one or more
additional inquiry parameters comprises a parameter indicating a desired amount of time for
which said first set of software is to be licensed.

86.   (Original)   The computer readable medium of claim 83, wherein said one or more additional inquiry parameters comprises a parameter indicating how many users may concurrently use said first set of software.

87.   (Original)   The computer readable medium of claim 83, wherein said one or more additional inquiry parameters comprises a parameter indicating how many copies of said first set of software are desired.

88.   (Original)   The computer readable medium of claim 72, wherein said instructions for causing one or more processors to allow said first set of software to be used comprises:

        instructions for causing one or more processors to grant a license to use said first set of software for a period of time.

89.   (Original)   The computer readable medium of claim 88, further comprising:

        instructions for causing one or more processors to receive a request to terminate said license before said period of time has elapsed;

        instructions for causing one or more processors to determine a refund amount; and

        instructions for causing one or more processors to update said quota parameter based, at least partially, upon said refund amount.

90.   (Original)   The computer readable medium of claim 89, further comprising:

        instructions for causing one or more processors to disallow further use of said first set of software under said particular contract.

91.   (Original)   The computer readable medium of claim 89, wherein said instructions for causing one or more processors to update said quota parameter comprises:

        instructions for causing one or more processors to increase said quota parameter by said refund amount.

92.   (Original)   The computer readable medium of claim 89, wherein said refund amount is determined based, at least partially, upon an unused portion of said license.

93.   (Previously Presented)   The computer readable medium of claim 72, wherein the instructions for deploying the first set of software includes:

instructions for causing one or more processors to receive a request to deploy said first set of software; and

instructions for causing one or more processors to deploy said first set of software to said software host, wherein said software host may be any host specified by a sender of said request.

94.   (Currently Amended)   A non-transitory computer readable medium comprising instructions which, when executed by one or more processors, cause the one or more processors to manage a contract, said computer readable medium comprising:

instructions for causing one or more processors to receive, over a network, from a client computer that runs a browser program, at a management system that is coupled to said client computer via said network, a first inquiry regarding licensing of a first set of software under a particular contract;

instructions for causing one or more processors to access, at said management system and in response to receipt of said first inquiry at said management system, information pertaining to said particular contract, said information comprising a quota parameter, which specifies a quota of resources that can be consumed under said particular contract, and one or more contract terms associated with said particular contract;

instructions for causing one or more processors to determine, at said management system, a first licensing amount attributable to licensing said first set of software, said first licensing amount determined, at least partially, by applying one or more of said contract terms;

instructions for causing one or more processors to update said quota parameter at said management system based, at least partially, upon said first licensing amount;

instructions for deploying, via said network, license management software to a licensing host;

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instructions for causing one or more processors to send license parameters from said management system over said network to said licensing host that (a) is coupled to said management system via said network, (b) communicates with said first set of software over said network, and (c) enforces, via said license management software, said license parameters relative to said first set of software; and

instructions for deploying, via said network, said first set of software to a software host, the software host configured to execute said first set of software; ~~and~~

instructions for causing one or more processors to allow said first set of software to be used under said particular contract<u>; and</u>

<u>wherein instructions for causing one or more processors to update said quota parameter include instructions for reducing said quota parameter by said first licensing amount;</u>

<u>wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device.</u>

95.   (Original)   The computer readable medium of claim 94, further comprising:

instructions for causing one or more processors to receive a second inquiry regarding licensing of a second set of software under said particular contract;

instructions for causing one or more processors to access said information pertaining to said particular contract;

instructions for causing one or more processors to determine a second licensing amount attributable to licensing said second set of software, said second licensing amount determined, at least partially, by applying one or more of said contract terms;

instructions for causing one or more processors to update said quota parameter based, at least partially, upon said second licensing amount; and

instructions for causing one or more processors to allow said second set of software to be used under said particular contract.

96.   (Original)   The computer readable medium of claim 95, wherein said first set of software and said second set of software are different sets of software.

97.   (Original)   The computer readable medium of claim 95, wherein said second set of software is an upgraded version of said first set of software.

98.   (Original)   The computer readable medium of claim 95, wherein the one or more contract terms applied to determine said first licensing amount are different from the one or more contract terms applied to determine said second licensing amount.

99.   (Original)   The computer readable medium of claim 95, wherein the one or more contract terms applied to determine said first licensing amount are the same as the one or more contract terms applied to determine said second licensing amount.

100.   (Original)   The computer readable medium of claim 94, further comprising:

instructions for causing one or more processors to receive a second inquiry regarding obtaining a service under said particular contract;

instructions for causing one or more processors to determine a service amount attributable to obtaining said service;

instructions for causing one or more processors to update said quota parameter based, at least partially, upon said service amount; and

instructions for causing one or more processors to allow said service to be rendered under said particular contract.

101.   (Original)   The computer readable medium of claim 100, wherein said service comprises technical support.

102.   (Original)   The computer readable medium of claim 100, wherein said service amount is determined, at least partially, by applying one or more of said contract terms.

103.   (Original)   The computer readable medium of claim 94, further comprising:

instructions for causing one or more processors to receive a second inquiry regarding purchasing a product under said particular contract;

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instructions for causing one or more processors to determine a purchasing amount attributable to purchasing said product;

instructions for causing one or more processors to update said quota parameter based, at least partially, upon said purchasing amount; and

instructions for causing one or more processors to allow said product to be purchased under said particular contract.

104. (Original)   The computer readable medium of claim 103, wherein said purchasing amount is determined, at least partially, by applying one or more of said contract terms.

105. (Original)   The computer readable medium of claim 94, further comprising:

instructions for causing one or more processors to receive a second inquiry regarding licensing a set of property under said particular contract;

instructions for causing one or more processors to determine a second licensing amount attributable to licensing said property;

instructions for causing one or more processors to update said quota parameter based, at least partially, upon said second licensing amount; and

instructions for causing one or more processors to allow said property to be used under said particular contract.

106. (Original)   The computer readable medium of claim 105, wherein said property comprises intellectual property.

107. (Original)   The computer readable medium of claim 105, wherein said property comprises proprietary information.

108. (Original)   The computer readable medium of claim 105, wherein said second licensing amount is determined, at least partially, by applying one or more of said contract terms.

109.   (Original)   The computer readable medium of claim 94, wherein said one or more contract terms comprises an uplift.

110.   (Original)   The computer readable medium of claim 94, wherein said one or more contract terms comprises a discount.

111.   (Original)   The computer readable medium of claim 94, wherein said one or more contract terms comprises a multiplier.

112.   (Original)   The computer readable medium of claim 94, wherein said instructions for causing one or more processors to update said quota parameter comprises:

         instructions for causing one or more processors to reduce said quota parameter by said first licensing amount.

113.   (Original)   The computer readable medium of claim 94, wherein said first inquiry specifies one or more additional inquiry parameters, and wherein said first licensing amount is determined based, at least partially, upon at least one of said one or more additional inquiry parameters.

114.   (Original)   The computer readable medium of claim 113, wherein at least one of said one or more additional inquiry parameters is specifiable by a sender of said first inquiry.

115.   (Original)   The computer readable medium of claim 113, wherein said one or more additional inquiry parameters comprises a parameter indicating a desired amount of time for which said first set of software is to be licensed.

116.   (Original)   The computer readable medium of claim 113, wherein said one or more additional inquiry parameters comprises a parameter indicating how many users may concurrently use said first set of software.

117.   (Original)   The computer readable medium of claim 113, wherein said one or more additional inquiry parameters comprises a parameter indicating how many copies of said first set of software are desired.

118.   (Original)   The computer readable medium of claim 94, wherein said first inquiry specifies a set of inquiry parameters, which include a reference to said first set of software and one or more additional inquiry parameters, and wherein said instructions for causing one or more processors to determine said first licensing amount comprises:

        instructions for causing one or more processors to determine, based at least partially upon one or more of said inquiry parameters, which of said one or more contract terms to, apply to said first inquiry.

119.   (Original)   The computer readable medium of claim 118, wherein said set of inquiry parameters comprises a parameter indicating a desired amount of time for which said first set of software is to be licensed.

120.   (Original)   The computer readable medium of claim 94, wherein said instructions for causing one or more processors to allow said first set of software to be used comprises:

        instructions for causing one or more processors to grant a license to use said first set of software for a period of time.

121.   (Original)   The computer readable medium of claim 120, further comprising:
        instructions for causing one or more processors to receive a request to terminate said license before said period of time has elapsed;
        instructions for causing one or more processors to determine a refund amount; and
        instructions for causing one or more processors to update said quota parameter
based, at least partially, upon said refund amount.

122.   (Original)   The computer readable medium of claim 120, further comprising:

instructions for causing one or more processors to disallow further use of said first set of software under said particular contract.

123.   (Original)   The computer readable medium of claim 121, wherein said instructions for causing one or more processors to update said quota parameter based, at least partially, upon said refund amount comprises:

instructions for causing one or more processors to increase said quota parameter by said refund amount.

124.   (Original)   The computer readable medium of claim 121, wherein said refund amount is determined based, at least partially, upon an unused portion of said license.

125.   (Original)   The computer readable medium of claim 121, wherein said refund amount is determined, at least partially, by applying one or more of said contract terms.

126.   (Previously Presented)   The computer readable medium of claim 94, wherein the instructions for deploying said first set of software include:

instructions for causing one or more processors to receive a request to deploy said first set of software; and

instructions for causing one or more processors to deploy said first set of software to said software host, wherein said software host may be any host specified by a sender of said request.

127.   (Currently Amended)   A non-transitory computer readable medium comprising instructions which, when executed by one or more processors, cause the one or more processors to manage a contract, said computer readable medium comprising:

instructions for causing one or more processors to receive, over a network, from a client computer that runs a browser program, at a management system that is coupled to said client computer via said network, an inquiry regarding licensing of a set of software under a particular contract;

instructions for causing one or more processors to access, at said management system and in response to receipt of said first inquiry at said management system, a first set of information pertaining to said particular contract, said first set of information comprising a quota parameter, which specifies a quota of resources that can be consumed under said particular contract, and one or more contract terms associated with said particular contract;

instructions for causing one or more processors to access, at said management system, one or more other sets of information pertaining to one or more other contracts related to said particular contract, each of said other sets of information comprising one or more contract terms associated with one of said other contracts;

instructions for causing one or more processors to process said first set of information and said one or more other sets of information at said management system to derive one or more applicable contract terms, that apply to said inquiry;

instructions for causing one or more processors to determine, at said management system, a licensing amount attributable to licensing said set of software, said licensing amount determined, at least partially, by applying said one or more applicable contract terms;

instructions for causing one or more processors to update said quota parameter at said management system based, at least partially, upon said licensing amount;

instructions for deploying, via said network, license management software to a licensing host;

instructions for causing one or more processors to send license parameters from said management system over said network to said licensing host that (a) is embodied in a machine that is connected, via said network, to a machine in which said management system is embodied, (b) communicates with said first set of software over said network, and (c) enforces, via said license management software, said license terns-parameters relative to said first set of software;

instructions for deploying, via said network, said set of software to a software host, the software host configured to execute said set of software; ~~and~~

instructions for causing one or more processors to allow said first set of software to be used under said particular contract<u>; and</u>

<u>wherein instructions for causing one or more processors to update said quota parameter include instructions for reducing said quota parameter by said first licensing amount;</u>

wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device.

128.   (Original)   The computer readable medium of claim 127, wherein said one or more applicable contract terms may be derived from said first set of information or from any of said one or more other sets of information.

129.   (Original)   The computer readable medium of claim 127, wherein the contract terms associated with each contract may differ, and wherein said instructions for causing one or more processors to process said first set of information and said one or more other sets of information comprises:

instructions for causing one or more processors to reconcile said first set of information and said one or more other sets of information to extract therefrom said one or more applicable contract terms.

130.   (Original)   The computer readable medium of claim 129, wherein said instructions for causing one or more processors to reconcile comprises:

instructions for causing one or more processors to process said first set of information and said one or more other sets of information in a particular order;

instructions for causing one or more processors to search, as each set of information is processed, for a contract term that applies to said inquiry; and

instructions for causing one or more processors to, upon finding a first contract term that applies to said inquiry, include said first contract term as one of said one or more applicable contract terms.

131.   (Original)   The computer readable medium of claim 130, wherein said first contract term may be found in said first set of information, or in any of said one or more other sets of information.

132.   (Original)   The computer readable medium of claim 127, wherein said instructions for causing one or more processors to process said first set of information and said one or more other sets of information comprises:

instructions for causing one or more processors to determine whether said first set of information comprises a contract term that applies to said inquiry; and

instructions for causing one or more processors to, in response to a determination that said first set of information does not comprise a contract term that applies to said inquiry, derive said one or more applicable contract terms from said one or more other sets of information.

133.   (Original)   The computer readable medium of claim 132, wherein said instructions for causing one or more processors to derive said one or more applicable contract terms further comprises:

instructions for causing one or more processors to, in response to a determination that said first set of information does comprise a contract term that applies to said inquiry, include the contract term that applies to said inquiry as one of said one or more applicable contract terms.

134.   (Original)   The computer readable medium of claim 127, wherein said instructions for causing one or more processors to process said first set of information and said one or more other sets of information comprises:

instructions for causing one or more processors to process said first set of information and said one or more other sets of information in a particular order; instructions for causing one or more processors to search, as each set of information is processed, for a contract term that applies to said inquiry; and

instructions for causing one or more processors to, upon finding a contract term that applies to said inquiry, include the contract term that applies to said inquiry as one of said one or more applicable contract terms.

135.   (Original)   The computer readable medium of claim 134, wherein the contract term that applies to said inquiry may be found in said first set of information, or in any of said one or more other sets of information.

136.   (Currently Amended)   A non-transitory computer readable medium comprising instructions which, when executed by one or more processors, cause the one or more processors to manage a contract, said computer readable medium comprising:

instructions for causing one or more processors to receive, over a network, from a client computer that runs a browser program, at a management system that is embodied in a machine that is coupled to said client computer via said network, a request to terminate a license on a set of software, said set of software deployed on a software host configured to execute said set of software;

instructions for causing one or more processors to access, in response to receipt of said request at said management system, information pertaining to said license, said information comprising a reference to a contract under which said license was granted, said contract having a quota parameter associated therewith which specifies a quota of resources that can be consumed under said contract;

instructions for causing one or more processors to determine a refund amount at said management system; instructions for causing one or more processors to update said quota parameter at said management system based, at least partially, upon said refund amount;

instructions for deploying, via said network, license management software to a licensing host;

instructions for causing one or more processors to send license parameters from said management system over said network to said licensing host that (a) is embodied in a machine that is connected, via said network, to a machine in which said management system is embodied, (b) communicates with said set of software over said network, and (c) enforces, via said license management software, said license parameters relative to said set of software; and

instructions for causing one or more processors to disallow further use of said set of software under said contract; and

wherein instructions for causing one or more processors to update said quota parameter include instructions for reducing said quota parameter by said first licensing amount;

wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device.

137.   (Original)   The computer readable medium of claim 136, wherein said instructions for causing one or more processors to update said quota parameter comprises:

instructions for causing one or more processors to increase said quota parameter by said refund amount.

138.   (Original)   The computer readable medium of claim 136, wherein said contract has one or more contract terms associated therewith, and wherein said refund amount is determined, at least partially, by applying one or more of said contract terms.

139.   (Original)   The computer readable medium of claim 137, wherein said information pertaining to said license further comprises a licensing amount attributable to licensing said set of software, and wherein said refund amount is determined based, at least partially, upon said licensing amount.

140.   (Original)   The computer readable medium of claim 139, wherein said refund amount is a portion of said licensing amount, and wherein said portion is proportional to an unused portion of said license.

141.   (Original)   The computer readable medium of claim 136, wherein said instructions for causing one or more processors to disallow further use of said set of software comprises:

instructions for causing one or more processors to prevent further execution of said set of software.

142.   (Original)   The computer readable medium of claim 141, wherein said instructions for causing one or more processors to prevent comprises:

instructions for causing one or more processors to invalidate an authorization parameter which is required for proper execution of said set of software.

Remarks

As stated above, Applicants appreciate the Examiner's thorough examination of the subject application and request reexamination and reconsideration of the subject application in view of the preceding amendments and the following remarks.

As of the Non-Final Office Action of 12 April 2011, claims 1-142 were pending in the subject application, of which claims 1, 23, 56, 65, 72, 94, 127 and 136 are independent claims. With this response Applicants have amended claims 1, 23, 56, 65, 72, 94, 127 and 136. Claims 11 and 41 have been cancelled. No new matter is believed to have been added as a result of these amendments.

Rejections - 35 U.S.C. § 101

Claims 72-142 are rejected under 35 U.S.C. § 101 because the claimed invention is directed to non-statutory subject matter. Applicants have amended independent claims 72, 94, 127, and 136 in the manner suggested by the Examiner. More specifically, Applicants have amended the claims to reflect their non-transitory nature. No further correction is believed necessary.

Rejections - 35 U.S.C. § 112, First Paragraph

Claims 1-142 are rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. Applicants respectfully traverse this rejection. As discussed in the prior response, support for Applicants "deploying" limitations may be found throughout the subject application, for example, in paragraph [0083] and Figures 1 and 9 of the

subject application as published, as well as in original claims 22, 55, 93, and 126. Paragraph

[0083] is provided below for the Examiner's convenience.

> [0083] Using the product ID, the LDM 140 obtains (920) from the Software
> Database 144 (FIG. 1) the set of licensed software. In addition, it obtains
> from the Software Database 144 a set of license management software.
> Thereafter, the LDM 140 proceeds to deploy (924) the license, the license
> management software, and the licensed software to the appropriate hosts.
> Deployment may be carried out using any desired methodology, but in one
> embodiment, it is done via download. More specifically, the LDM 140
> sends the license management software 152 to the Licensing Host 108 for
> download and installation thereby. In addition, the LDM 140 sends the
> license key to the Licensing Host 108, to be used by the license
> management software 152 to perform execution authorization. Furthermore,
> the LDM 140 sends the licensed software 154 to the Software Host 110 for
> download and installation thereby. Once that is done, the software is fully
> deployed, and the licensed software 154 is ready to be executed. *Subject
> application, para. [0083].*

As shown above, Applicants respectfully submit that the subject application provides

clear support for the claim elements of "deploying, via said network, license management

software to a licensing host" and "deploying, via said network, said first set of software to a

software host, the software host configured to execute said first set of software". *See, subject

application, Applicants' claim 1.* Applicants would welcome the opportunity to speak with the

Examiner by phone if there is any further confusion regarding support for these claim elements.

Rejections - 35 U.S.C. § 112, First Paragraph (Scope of Enablement)

Claims 72-142 are rejected under 35 U.S.C. § 112, ¶1 (scope of enablement), because the

claimed "instructions for…" are purely functional recitations with no limitation of structure. See

Ex parte Miyazaki, 89 USPQ2d 1207, 1215-17 (B.P.A.I. 2008) (precedential). Applicants

respectfully traverse this rejection.

As an initial matter, Applicants note that the Examiner appears to be invoking §112, paragraph 6, seeming to argue that the phrase "instructions for" is "simply a substitute" for "means for" language. *See, Official Action, p. 9.* Applicants strongly disagree with this characterization as there is no basis in Applicants' specification for the Examiner's supposition. For example, paragraphs [0089-0093] of the subject application clearly set forth what is meant by the term "instruction". Further, Applicants respectfully submit that a person of ordinary skill in the art would clearly understand the meaning of this term. Applicants respectfully request that the Examiner provide his reasoning for equating a programming instruction with means plus function language. Applicants have not invoked means plus function language in the claims and the term instruction is clearly defined and described in Applicants' specification.

Furthermore, Applicants note that the current format of claims 72-142 is consistent with that set forth in *In re Bilski*, 545 F.3d 943 (Fed. Cir. 2008) and previously by *In re Beauregard*, 53, F.3d 1583 (Fed. Cir. 1994). That is, where a computer program product includes a set of instructions that cause a computer to perform a process. *See, In re* Beauregard, 53, F.3d 1583 (Fed. Cir. 1994). As Applicants have clearly shown the basis for this type of claim in the specification, Applicant would welcome suggestions from the Examiner if there is a particular format that would be preferable.

Applicants respectfully submit that a person of ordinary skill in the art, having the benefit of the Applicants' specification would be able to build Applicants' invention. As a result, Applicants respectfully submit that this rejection under 35 U.S.C. 112 be withdrawn.

Rejections - 35 U.S.C. § 112, Second Paragraph

Claims 72-142 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. Applicants respectfully traverse this rejection as well. Again, as set forth above, Applicants fail to understand how an instruction set for causing a processor to perform a specific process invokes §112, paragraph 6.

The MPEP sets forth clear guidelines indicating when it is proper to invoke 35 U.S.C. 112, sixth paragraph:

> A claim limitation will be presumed to invoke 35 U.S.C. 112, sixth paragraph, if it meets the following 3-prong analysis:
> (A) the claim limitations must use the phrase "means for" or "step for;"
> (B) the "means for" or "step for" must be modified by functional language; and
> (C) the phrase "means for" or "step for" must not be modified by sufficient structure, material, or acts for achieving the specified function.
> With respect to the first prong of this analysis, a claim element that does not include the phrase "means for" or "step for" will not be considered to invoke 35 U.S.C. 112, sixth paragraph. If an applicant wishes to have the claim limitation treated under 35 U.S.C. 112, sixth paragraph, applicant must either: (A) amend the claim to include the phrase "means for" or "step for" in accordance with these guidelines; or (B) show that even though the phrase "means for" or "step for" is not used, the claim limitation is written as a function to be performed and does not recite sufficient structure, material, or acts which would preclude application of 35 U.S.C. 112, sixth paragraph. See Watts v. XL Systems, Inc., 232 F.3d 877, 56 USPQ2d 1836 (Fed. Cir. 2000) (Claim limitations were held not to invoke 35 U.S.C. 112, sixth paragraph, because the absence of the term "means" raised the presumption that the limitations were not in means-plus-function form and the applicant did not rebut that presumption.); see also Masco Corp. v. United States, 303 F.3d 1316, 1327, 64 USPQ2d 1182, 1189 (Fed. Cir. 2002) ("[W]here a method claim does not contain the term 'step[s] for,' a limitation of that claim cannot be construed as a step-plus-function limitation without a showing that the limitation contains no act."). *See, MPEP, 2181, 1. Emphasis Added.*

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As shown above, Applicants claim language does not use the phrase "means for" or "step for". Further, Applicants respectfully submit that a person of ordinary skill in the art would understand what is meant by the term "instruction". This is not an amorphous term like "means" or "step". Moreover, Applicants respectfully submit that a person of ordinary skill in the art, having the benefit of Applicants' specification, would understand what is meant by these terms. *See, e.g., subject application, paras. [0089-0097].* As a result, Applicants respectfully submit that this rejection under 35 U.S.C. 112 be withdrawn.

Rejections - 35 U.S.C. § 102

Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120, 122, and 126-135 are rejected under 35 U.S.C. 102(e) as being anticipated by Ginter et al. (US/2004/0133793 A1) ("Ginter"). Applicants respectfully traverse this rejection.

Applicants' newly amended independent claim 1 is provided below for the Examiner's convenience.

> 1.   (Currently Amended) A computer-implemented method for managing a contract, comprising:
>
>   receiving, over a network, from a client computer that runs a browser program, a first inquiry regarding licensing of a first set of software under a particular contract;
>
>   in response to receiving said first inquiry, accessing, at a management system that is coupled to said client computer via said network and is embodied in a machine, information pertaining to said particular contract, said information comprising a quota parameter, which specifies a quota of resources that can be consumed under said particular contract;
>
>   determining, at said management system, a first licensing amount attributable to licensing said first set of software;
>
>   updating said quota parameter at said management system based, at least partially, upon said first licensing amount;
>
>   deploying, via said network, license management software to a licensing host;
>
>   sending license parameters from said management system over said

network to said licensing host that (a) is coupled to said management system via said network, (b) communicates with said first set of software over said network, and (c) enforces, via said license management software, said license parameters relative to said first set of software;

deploying, via said network, said first set of software to a software host, the software host configured to execute said first set of software; ~~and~~

allowing said first set of software to be used under said particular contract; and

wherein updating said quota parameter includes reducing said quota parameter by said first licensing amount;

wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device. *Applicants' newly amended claim 1.*

Applicants respectfully submit that Ginter fails to disclose each and every limitation of Applicant's newly amended claim 1. Specifically, Applicants respectfully contend that Ginter fails to disclose "updating said quota parameter at said management system based, at least partially, upon said first licensing amount" and "wherein updating said quota parameter includes reducing said quota parameter by said first licensing amount". *See, Applicants' claim 1.* Support for this amendment may be found throughout the subject application, for example, in previously presented claim 11 and paragraph [0006], which is provided below for the Examiner's convenience.

[0006] In light of the shortcomings discussed above, the present invention provides a mechanism for managing contracts, which may be used advantageously in the software licensing and other arenas. The present invention is based, at least partially, upon the observation that software licensing can be made much more flexible if it is done on a fulfillment basis. That is, rather than choosing, licensing, and paying for a particular set of software up front, a customer enters into a fulfillment contract with a provider, which entitles the customer to a certain quota of licensing resources that the customer can consume. Once the contract is established, the customer can decide, at a later time, what resources he wishes to consume. As a resource is consumed, the quota is reduced. This continues until the quota is reduced to zero, at which point the contract is completely fulfilled. *Subject application, para. [0006].*

Applicants respectfully submit that the above paragraph is particularly illustrative, not only by way of its support for Applicants' claim amendments, but also because of its introduction of the concept of fulfillment contracts. In contrast, Applicants respectfully submit that the Ginter reference appears to be describing the situation provided in Applicants' background paragraphs [0002-0006], i.e., the discussion of a front-end model.

Further, Applicants note on page 13 of the Official Action, that the Examiner appears to rely upon Figure 61 (i.e., reference numeral 2239) and the discussion of an update meter in paragraph [0393] as teaching "updating the quota parameter based, at least partially, upon the first licensing amount". *See, Official Action, page 13*. Applicants respectfully disagree with this characterization. Figure 61 of Ginter is provided below for the Examiner's convenience.
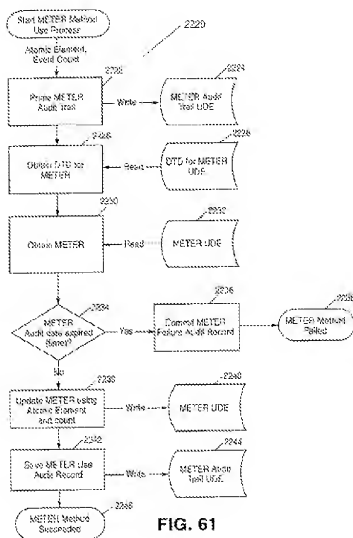

FIG. 61

Figure 61 is described in paragraphs [1558-1559] of the Ginter reference. It is

Applicants' understanding that Ginter is describing a counter, which may be used as a clock for

comparison purposes with an expiration date to determine if the meter UDE has expired. *See,*

Ginter, para. [1558-1559]. Applicants respectfully submit that this is entirely different than that

which Applicants' are claiming. Namely, "updating said quota parameter at said management

system based, at least partially, upon said first licensing amount" and "wherein updating said

quota parameter includes reducing said quota parameter by said first licensing amount". *See,*

Applicants' claim 1. The concept of a quota system is described throughout the subject

application and claims. For example, paragraphs [0008-0010] describe an overview of the

concept:

> [0008] To enable software to be licensed on a fulfillment basis, the present invention provides a contract management mechanism. In one embodiment, information pertaining to one or more contracts is stored in a database, with each contract having a quota associated therewith, which specifies a quota of resources that can be consumed under the contract. In addition, each contract may have associated with it additional parameters (also referred to as terms or rules) which govern the manner in which the contract is to be fulfilled. These additional parameters, which may differ from contract to contract, may be applied by the management mechanism to control the fulfillment of the contract. Once information pertaining to a contract is stored, the management mechanism is ready to carry out inquiries and transactions under that contract.

> [0009] In operation (assuming a software licensing implementation for the sake of example), the management mechanism receives an inquiry from a customer/beneficiary of a particular contract regarding licensing of a particular set of software under that contract. In addition to specifying the particular set of software, the inquiry may further specify other parameters, such as the duration of the desired license. In general, all of the parameters of the inquiry (e.g. the particular set of software, the duration of the license, etc.) are freely selectable by the customer.

> [0010] In response to the inquiry, the management mechanism determines a licensing amount attributable to licensing of that particular set of software under the contract. This licensing amount may be determined based upon

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many factors, including but not limited to the set of software selected, the other parameters specified in the inquiry, and the terms or rules associated with the contract. Since the terms or rules may vary from contract to contract, the licensing amount for the same set of software with the same set of inquiry parameters may differ from contract to contract. Once the licensing amount is determined, and the customer commits to licensing the software, the management mechanism reduces the quota of the contract by the licensing amount, and allows the software to be used under the contract. Licensing of the software under the fulfillment contract is thus achieved. Using the same process, other sets of software may be licensed under the same contract. *Subject application, paras. [0008-0010].*

As described above, updating the quota parameter may include reducing the quota parameter by the licensing amount. This is entirely different from the counter example described in Ginter that was provided by the Examiner. In fact, it is Applicants' understanding that it is the precise opposite in operation, as the counter will count up and the quota of the present application may be reduced down to zero.

Further, Applicants have amended the independent claims to recite "wherein the client computer, the management system, the licensing host and the software host represent a distinct computing device". *See, Subject application, newly amended claim 1.* Support for this amendment may be found throughout the subject application, for example, in Figure 1 and the accompanying description.

As discussed in the previous response, it is Applicants' understanding that Ginter fails to teach, or even suggest, the combination of deploying license management software on a licensing host, and deploying the first set of software on a software host that is configured to execute the first set of software. In part, applicants respectfully submit that Ginter et al. is not understood to teach, or even suggest the concept of a distributed software licensing topology including a management system that is generally configured to receive licensing inquiries from a

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client computer, and accept / establish licensing parameters, a licensing host that is configured to enforce licensing parameters, and a software host that is configured to execute the software, in which each of the client computer, the management system, the licensing host and the software host represent a distinct computing device.

In light of the above, and since Ginter fails to disclose each and every limitation of Applicants' newly amended independent claim 1, Applicants respectfully submit that this claim is in condition for allowance. Independent claims 23, 56, 65, 72, 94, 127 and 136 have been amended to include similar limitations and are therefore believed to be in condition for allowance as well. Since the remaining dependent claims depend, either directly or indirectly, from Applicants independent claims, Applicants respectfully submit that these claims are in condition for allowance as well.

Rejections - 35 U.S.C. § 103

Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120, 122, and 126-135, as understood by the Examiner, are *alternatively* rejected under 35 U.S.C. § 103(a) as being unpatentable over Ginter, in view of Wyman (U.S. 5,204,897 A). Applicants respectfully traverse this rejection. Applicants respectfully submit that this rejection is now moot in light of the remarks and amendments included above.

In consideration of the amendments and foregoing discussion, the application is now believed to be in condition for allowance. Early allowance of the subject application is respectfully solicited. The Examiner is kindly invited to contact Applicants' attorney at (617) 305-2129 to facilitate prosecution.

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Applicants do not believe that any additional fees are necessitated by this response. However, in the event any additional fees are due, please charge Deposit Account No. 50-2324 for any necessary fees referencing Attorney Docket No. 120719.05005.

Respectfully submitted,

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